

CyberAxo Terms and Conditions

Please read these Terms carefully. By using cyberaxo.com or signing up for an account, you're agreeing to these Terms. This is a legal agreement.

CyberAxo ("CyberAxo" or the "Service") is an Beta Analyze service for merchants offered through the URL www.cyberaxo.com ("Website") that is used for Marketplace product research. CyberAxo ("CyberAxo", "we", "us") is represented by SIGMA LIFE IT SRL with address Bucuresti Sectorul 6, Strada Cetatea de Balta, Nr 118, Bloc 9, Scara B, Etaj 1, Ap 14, and vat is RO34964272. As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Member" according to this agreement (or "you"). You agree that:

1. Use of Service. Your use of CyberAxo Service is based on the license of CyberAxo Intellectual property to you. We grant you a limited, non-transferable license to use CyberAxo Intellectual Property in accordance with the terms of this agreement, as long as you are a Member. CyberAxo reserves all rights in the Intellectual Property not expressly granted to you.
2. Account. If you choose to use Our Service, you represent that you have full power, capacity, and authority to accept these Terms.

-You affirm that you are at least 18/21 years of age, or an emancipated minor, or possess legal parental or guardian consent, and to abide by and comply with these Terms of Service;

-You must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted;

-You must personally and manually create your account without using any automated means; except the auto-complete feature in your website browser. A Third Party may not create an account for you and you must not allow any Third Party to use your information to create an account;

-You must provide your legal full name, valid email address, zip code, and any other information we request to complete your account-signup process; You are responsible for your personal/business information

-You are responsible for maintaining the security of your account and password. We will not be liable for any loss or damage from your failure to comply with this security obligation;

-The purchase, sale, assignment or transfer of any accounts is prohibited; and

-You are responsible for your own conduct and activities on, through or related to Our Service. If you create an account to use Our Service, You are responsible for all conduct or activities on, through or by use of your You must immediately notify us of any unauthorized use of your account.

3. Cancellation Policy :

We or You may terminate this Agreement at any time by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause. Only if we terminate your account without cause. If your account is terminated, we may permanently delete your account and all the data associated with it from our Website. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it.

Monthly Service Plan payments are due for any month on the same date, or the closest date in that month, to the day you signed up with us and made your first monthly payment. You must terminate your Monthly Service Plan at least 24 hours prior to the next monthly due date in order to avoid being charged for that month. If you want that we will delete your personal/business information about your account, please contact us. We keep anonymous the data about your account in our database.

CyberAxo uses soft for measuring of traffic like Google Analytics and Hotjar, Fb Pixel. Also, CyberAxo uses MailChimp for sending emails.

4.Account Dispute.

We consider the person or business entity in whose name the account is registered in to be the owner.

In case of misunderstanding between the contracting parties, The Competent Court for Conflict Resolution will be in Romania, Bucharest.

Team members of CyberAxo and collaborators/ investors will not be accused unfair competition if they sell products like user's products of CyberAxo will be able to offer personal data or information about the company's clients/users if administrative bodies of the Member State will request.

5.Pricing.

Our charges related to our Services are posted on our Website at cyberaxo.com and may be changed from time to time.

6. Payments.

As long as you're a Monthly Service Plan member or have an outstanding balance with us, you'll provide us with a valid payment source and authorize us to deduct the monthly charges against that payment source. You'll replace the information for any payment source that expires with information for a different valid payment source. Anyone using a payment source represents and warrants that he or she is authorized to use that payment source, and that any and all charges may be billed to that payment source and won't be rejected. If for some reason, we're unable to process your payment, we'll try to contact you by email so you may provide us with an alternate payment source. Payment sources include Credit-Cards, PayPal or any other means which We deem acceptable. Failure to perform payment shall construe as material breach of this Agreement.

8. Delivery Policy

When the payment is registered, we will also activate your account or upgrade to your account

7. Refund Policy

If you are not satisfied with software purchased directly from CyberAxo, please contact our Customer Support Team (either by email or by phone) within 30 days of your purchase to receive a refund. Refunds requested more than 30 days after your initial purchase date will not be issued

In case you are issued a refund, it should appear on your credit card statement within 7 to 14 business days. Upon receiving a refund you shall cease all use and destroy all copies, full or partial, of the Software for which you no longer possess a valid, purchased license. CyberAxo reserves the right to disable any user for the refunded.

8. Mutual Non-Disparagement Covenant.

You agree that you will not, at any time, make directly or indirectly, any oral or written public statements that are disparaging of us, our products or services, and any of our present or former Team. We (limited to its officers and directors) agrees that we will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of you. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject matter. The Parties acknowledge and agree that it would be difficult or impossible to determine with absolute precision a number

of damages that would or might be incurred as a result of a party's violation of this covenant.

9.Changes.

We may change the terms of this Agreement or our pricing at any time by posting the changes to this Website.

10. Warranties.

You promise not to:

- Send Unsolicited Bulk Mail (SPAM) or other communications;

- Upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- Send or transmit pornography or other sexually explicit communications, communications offering to sell illegal goods or services, communications that violate CAN-SPAM Laws, or marketing or commercial communications without permission;

- Infringe on any third party's ownership rights by using any material in your transmissions or uploads that is not owned or licensed by you. This includes text, photos, graphics, and other content;

- Use any misleading or incorrect names, addresses, email addresses, subject lines, photographs, content or other information on the Website or in any communications or transmissions sent using Our Service;

- Breach or circumvent any laws, third party rights or our systems, policies, or determinations of Your account status;

- Use any robot, spider, scraper or other automated means to access our Service for any purpose;

- Harvest or otherwise collect information about members without their consent; and

- Upload or transmit harassing, offensive, obscene, defamatory, threatening, or malicious content or communications.

11. Disclaimer of Warranties.

To the fullest extent permitted by the applicable law, CyberAxo offers the website and services as-is and makes no representations or warranties of any kind concerning the website or its services, express, implied, statutory or otherwise, including, without limitation, merchantability, fitness for a particular purpose. CyberAxo does not warrant that the functions or content contained on the website or services will be uninterrupted or error-free, that defects will be corrected, or that our servers are free of viruses or other harmful components.

12. Limitation of Liability.

Except to the minimum extent required by applicable law and then only to that extent, in no event will CyberAxo, its employees, officers, directors, affiliates or agents (the "CyberAxo team") be liable to you on any legal theory for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary or other damages, including without limitation, loss of revenue or income, lost profits, pain and suffering, emotional distress, cost of substitute goods or services, or similar damages suffered or incurred by you or any third party that arise in connection with the website or services (or the termination thereof for any reason), even if the CyberAxo team have been advised of the possibility of such damages. our total liability for all claims made about the service in any month will be no more than what you paid us the month before.

13. Indemnification for Breach of Terms of Use.

You agree to indemnify and hold harmless the CyberAxo Team from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys fees, resulting, whether directly or indirectly, from your violation of the Terms of this Website. You also agree to indemnify and hold harmless the CyberAxo Team from and against any and all claims brought by third parties arising out of the your use of the Website or Services and the Content You make available via the Website or Services by any means, including without limitation through an emailing, posting, a link, reference to Content, or otherwise, whether by You or a third party using Your password.

14. Attorneys

In the event we prevail in any action against you arising out of or relating to this Agreement, We shall be entitled to recover damages, other relief we may be awarded, its costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

15. Subpoena Costs.

If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These costs may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

16. Force Majeure.

We shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of God, war, hackers, third party internet providers, government orders, power failures, nuclear destruction, Armageddon or any other force majeure event.

17. Assignment.

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

Disclaimer. In no event will The CyberAxo Team be responsible for the actions of any third party. Third parties may include but are not limited to advertisers, linked websites or other members.

18. Electronic Communications.

When you use the CyberAxo service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, or by posting notices and messages on this Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.